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**COLLECTIVE BARGAINING AGREEMENT
TOWN OF WINDSOR/TEAMSTERS LOCAL UNION NO.693**

JANUARY 1, 2008 TO DECEMBER 31, 2010

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This is an Agreement entered into by and between the TOWN OF WINDSOR, (hereinafter referred to as the "Employer") and TEAMSTERS, LOCAL NO. 693 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (I.B.T.), AFL-CIO, (hereinafter referred to as the "Union") under Article 14 of the Public Employees Fair Employment Act of the State of New York.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 - RECOGNITION

The Employer (Town of Windsor) hereby recognizes the Union (Teamsters, Local No. 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all the full-time regular non-supervisory Town Highway Department Mechanized Equipment Operators, Mechanics and Laborers. All other Employees in classifications, including all part-time, casual, seasonal, temporary and substitute Employees are excluded from this Agreement.

(a) Full-time regular employees shall mean employees who work at least 31 hours or more each week for 52 weeks a year.

(b) Part-time employees shall mean employees that regularly work 30 hours or less per week. Part-time employees will not be members of this bargaining unit.

(c) Casual or seasonal employees shall mean employees that work three months or less in a calendar year. They may perform bargaining unit work.

(d) Substitute or temporary employees shall mean employees that are filling positions during periods regular employees are off, and such employment terminates upon the regular employee's return or when the permanent employee is terminated or terminates his or her employment.

(e) Probationary employee shall be an employee who has not worked more than one hundred twenty (120) calendar days.

(f) Seasonal, part-time, casual employees may be utilized by the Employer as long as no regular, full-time job is replaced.

(g) Employees hired after January 1, 1994, in order to maintain permanent employment, must acquire the appropriate CDL license by the end of their probationary period.

ARTICLE 2 - NO DISCRIMINATION - NO STRIKES AND LOCKOUTS

(a) It is recognized that continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. The parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with normal work performance. The Town shall have the right to discipline or discharge any employee who is a union officer or steward for encouraging, fomenting or participating in a strike, slowdown or other such interference.

(b) The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 3 - UNION DUES AND AGENCY SHOP FEES

1. Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.

2. The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) and agency fees as certified in writing by the Union. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union due's payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions.

3. Non-union members shall be required to pay an Agency Fee as stated in Article 3.1, but this Agency Fee will not be paid during an employee's probationary period.

4. The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

ARTICLE 4 - INSPECTION PRIVILEGES

1. One (1) authorized agent of the Union shall have access to the Employer's premises thirty (30) minutes before the end of a regular shift with the permission of the Superintendent of Highways for the purpose of adjusting disputes, investigating work conditions and collection of initiation fees and dues and in an emergency with the approval of the Superintendent of Highways or the Town Highway Committee; provided, however, that there is no interruption of the Employer's working schedule and provided further, that the Union's authorized agent must wear proper safety gear and hereby assumes the risk of bodily injury or property damage. The Union hereby agrees to indemnify and save harmless the Employer from any and all liability, claims or damages (including bodily injury or death) resulting to the Union's authorized agent while on the Employer's premises.

ARTICLE 5 - MANAGEMENT RIGHTS

Union recognizes the rights of the Employer to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means and personnel by which its operations are to be conducted; the right to direct its employees, determine the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote or transfer, to maintain discipline and efficiency of employees, to determine the contents of job classifications; to take all necessary action and to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Prior approval must be granted by the Town Board, Town of Windsor, before hiring action may be processed for any job applicant who is not a resident of the Town of Windsor.

ARTICLE 6 - STEWARDS

1. The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward.

2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the steward will be paid by the Employer for time spent on these duties or activities up to a maximum of fifteen (15) minutes in any workday:

- (a) The investigation, processing and presentation of grievances or arbitrations in accordance with the grievance article. (Article 8)
- (b) Posting Union notices, negotiations, conferences and communications with the Employer.

ARTICLE 7 - SENIORITY

1. A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list (after one hundred twenty (120) days) during which time he will be considered a probationary employee.

2. After working one hundred twenty (120) days, a new employee hired in this unit as a regular full-time employee shall be placed on the seniority list as of his first day of full-time employment in the unit with the Town.

3. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Call back of employees shall be by seniority, as long as all qualifications for the job are equal. An employee to be considered available must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

4. Seniority will not accrue during a layoff and all seniority shall be lost by discharge, voluntary quit, failure to return to work following a leave of absence, unauthorized absence, layoff exceeding twelve (12) months, failure to response to recall, taking a job elsewhere while on a leave of absence, or retirement.

5. (a) Employees shall be laid off in the inverse order of their seniority with the Employer.

(b) Employees to be laid off shall be given 14 calendar days notice of layoff.

6. When the working force is increased after a layoff, employees shall be recalled based upon their previous seniority, qualifications and experience with the Employer prior to lay off. Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within five (5) calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

No new employees shall be hired until all employees on layoff status have first been given the opportunity to return to work per the provisions of this Article.

7. The term promotion means the advancement of an employee to a higher paying non-supervisory position. In cases of promotion or whenever a new job classification opening or vacancy occurs, the position shall be filled taking into consideration seniority and qualifications being equal for the position.

ARTICLE 8 - GRIEVANCE PROCEDURES

In the event that any difference, dispute, or controversy should arise between the Union, an employee and the Employer over the application and interpretation of the terms of this Agreement, there shall be no work slow-down or work stoppage prior to the resolution of the difference or dispute. An earnest effort will be made to settle such differences immediately and in the following manner:

1. Informal discussion -- An aggrieved employee must, together with his union steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee. This discussion must take place within three (3) working days of the occurrence of the facts upon which the grievance is based.

2. Formal grievance procedure - - A grievance must be filed at Step 1 of the procedure through the use of the grievance form (to be provided by the Union) within five (5) workdays of its occurrence. If no such notice is served in the time specified, the grievance will be barred. To be considered, a grievance must:

- (i) be reduced to writing;
- (ii) cite the applicable contract provision(s) alleged to have been violated, stating all pertinent facts to the best of grievant's knowledge and belief;
- (iii) be signed, dated and be delivered to the Highway Superintendent.

(a) Step 1 - Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within five (5) workdays of receipt of the grievance, the Superintendent will meet at which time the grievant and/or the steward will discuss the complaint. Within five (5) workdays after the meeting, the Superintendent will render a written decision to the grievant(s).

(b) Step 2 - Town Supervisor. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance, within ten workdays, to Step 2 by serving written notice on the Supervisor. The Supervisor will hold a meeting within ten (10) workdays of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within five workdays after the hearing.

(c) Step 3 - Town Board. If the decision in Step 2 is unsatisfactory, the Union Business Agent and the Town Board will meet, no later than the next regular Town Board meeting to resolve the dispute. The Town Board shall render its written decision within five (5) workdays after the meeting.

(d) If the decision in Step 3 is unsatisfactory, the parties agree to submit the grievance to a Board of Arbitration which shall consist of three (3) persons: one (1) to be designated by the Employer, one (1) to be designated by the Union, and one (1) resident taxpayer of the Town of Windsor to be designated by mutual agreement of the aforesaid designees. No member of the Board of Arbitration shall be a Union employee, or members of any Union or an employee of the Town of Windsor.

The Board of Arbitration shall meet as expeditiously as possible, hear the evidence submitted by the parties and render an award within ten (10) workdays after the hearing, unless additional time is required by the Board. The award of the Board of Arbitration shall be final and binding upon the parties. Any costs or expense of the Board of Arbitration shall be borne equally the Union and Employer. The Board of Arbitration shall have no authority to add to, subtract from, or modify the provisions of this Agreement.

ARTICLE 9 - DISCIPLINARY ACTION / DISCHARGE

1. An employee may be disciplined (suspended without pay, reduced in his or her position, or otherwise) and/or terminated for just and sufficient cause. Any of the hereafter specified causes shall constitute just and sufficient cause.

(a) ABUSE - Habitual tardiness, unauthorized or excessive absence or abuse of sick leave.

(b) DISCOURTESY - The use of discourteous action or language toward the general public or fellow employees.

(c) FALSIFICATION OF RECORDS - The falsification of Town records including misrepresentation in the Application for Employment Form.

(d) IMPROPER USE OF AUTHORITY - The use by an employee of his/her position and/or authority for personal profit or advantage.

(e) INSUBORDINATION - A refusal to comply with a proper order by an authorized supervisor.

(f) INTOXICATION OF ALCOHOL, INFLUENCE OF DRUGS OR DISGRACEFUL CONDUCT - The act of disgraceful conduct at any time of day when such act and/or behavior threatens the order, safety or health of or the public respect for the Town government. Intoxication or disorderly conduct during the course of an employee's performance of his or her duties and responsibilities. Intoxication as defined in this Section is an employee being under the influence of alcohol, drugs, or other substances to such an extent that, in the opinion of the Supervisor, or the Town Board, the individual poses a threat to the efficient, safe or orderly functioning of the Town of Windsor.

(g) REASONABLE EFFORT - Failure to make a reasonable effort to perform any type of emergency duties and/or responsibilities in any position when requested to do so by a Supervisor.

(h) THEFT OR DESTRUCTION - The act of stealing and/or the careless or willful destruction of Town property.

(i) UNLAWFUL CONDUCT - The violation of or refusal to comply with pertinent rules and regulations, when such action impairs the efficiency of or the public's respect for the Town government or which results in an employee's conviction of a misdemeanor or felony.

(j) PHYSICAL VIOLENCE - Any act or loss of control resulting in physical violence.

(k) FRAUDULENT ACTIVITIES - Any act or activities of fraud, deceit, misrepresentation or concealment.

(l) INTENTIONAL DAMAGE OF EQUIPMENT - Any willful, intentional or reckless disregard resulting in the damage of Town equipment.

(m) DRUG CONVICTION - Any conviction for drug related activities.

(n) ALCOHOL CONVICTION - Any conviction for driving while intoxicated or driving while impaired resulting in a loss of driver's license. Said employee shall not be permitted to operate any self-propelled town equipment or machinery for a period of six (6) months from the date of the conviction and/or the reissuance of the required driver's license, whichever is latter.

2. Any disciplinary action or discharge made within the probationary period, as specified in Article 7 of this Agreement, will not be subject to question by the Union or employee or made the subject of a grievance or arbitration.

3. If employment is terminated by either the Employer or employee only compensation owed and accrued vacation shall be paid to the employee, except as otherwise provided under Article 15 "Sick Leave" of this Agreement.

4. In case of a discharge, the company will notify the representative of the Union, who shall have the right to investigate. If a discharge occurs for reasons other than those specified in Article 9.1. hereof, and no adjustment can be reached the issue of whether the employee was discharged for just and sufficient cause may be referred to arbitration as provided for in Article 8 of this Agreement.

5. In all non-serious offenses (specifically excluding those listed in Article 9.1 above and other serious offenses), the following procedure will be utilized by the Employer:

- (a) Oral warning - 1st offense
- (b) Written warning - 2nd offense
- (c) 3-day written suspension without pay - 3rd offense
- (d) Discharge - 4th offense in a 12-month period

ARTICLE 10 - HOURS OF WORK AND OVERTIME

1. The regular workweek shall consist of forty (40) hours from Monday through Friday. The regular workday shall be from 6:00 a.m. to 2:30 p.m. During the period from April 1 to November 30, the Superintendent of Highways may authorize four (4) ten (10) hour days per week. During this period the regular workday shall be from 6:00 a.m. to 4:30 p.m. If there is a holiday or vacation day during that period, unit employees will be paid on the basis of an eight (8) hour day for said holiday or vacation day. Employee shall have the option to work an additional two (2) hours in that week to maintain a forty (40) hour workweek.

2. The Employer shall maintain and make available to employees, a daily record showing time worked.

3. Work schedules shall provide for a 15-minute break during the morning shift and a 5-minute break at the end of the afternoon shift.

4. (a) Overtime at time and one-half the regular rate of pay for any time required to be worked before or after the employee's regular shift.

(b) Should an employee be required to work prior to his regular work shift, he may elect, with approval of the Highway Superintendent, not to complete his regular shift.

(c) Should an employee be called in to work he will be paid time and a half for a minimum of 4 hours worked.

5. All employees must have a house telephone unless the Employer agrees otherwise in writing.

6. During the months of December, January, February and March, unit employees shall have the option based on seniority to elect to work a night shift (3:00 p.m. to 11:00 p.m.) if requested by the Superintendent of Highways and approved by the Town Board. No person shall operate or assist in the operation of Town licensed motorized equipment unless they are paid Town highway employees, except in an emergency when other Town employees will be permitted to do so.

ARTICLE 11 - WAGES

1. Except as otherwise set forth in this Article 11, the Employer will pay the following basic wage rates to current unit employees on the Town's payroll effective as of January 1, 2008:

(a) From January 1, 2008 to December 31, 2008, a fifty five cent (\$.55) increase over the basic hourly wage being paid on December 31, 2007.

(b) From January 1, 2009 to December 31, 2009, a fifty five cent (\$.55) increase over the basic hourly wage being paid on December 31, 2008.

(c) From January 1, 2010 to December 31, 2010, a sixty cent (\$.60) increase over the basic hourly wage being paid on December 31, 2009.

2. The Employer will pay the following basic hourly wage to all unit employees hired after January 1, 2008:

(a) Twelve Dollars (\$12.00) per hour. After their probationary period, they will also receive all January 1st raises.

(b) During the term of this Agreement, the Town shall have the option of hiring a qualified garage mechanic at a basic wage rate equal to that of the lowest basic wage rate then being paid to a unit employee, together with all wage increments as stated in Article 11.2.
(a).

(c) The working foreman shall receive an extra five (5) days of vacation each year and an additional forty cents (\$.40) per hour.

3. A longevity premium as stated below will be paid to full-time regular unit employees who complete continuous years of service as follows:

(a) After five (5) continuous years, an additional ten cents (\$.10) per hour After ten (10) continuous years, an additional ten cents (\$.10) per hour After twenty (20) continuous years, an additional fifteen cents (\$.15) per hour

4. A seniority list on current full-time regular unit employees is included in Exhibit "D" attached hereto.

ARTICLE 12 - HOLIDAYS

Permanent full-time unit employees shall be entitled to the following holiday leaves:

New Year's Day	General Election
Memorial Day	Thanksgiving Day
Labor Day	Veterans Day
July 4th	Christmas Day
Employee's birthday or one (1) floating holiday	

If the holiday falls on Sunday, the Town will observe the holiday on the following Monday. If the holiday falls on a Saturday, the Town will observe the holiday on the preceding Friday. An employee must work the scheduled workday before and the scheduled workday after a holiday to receive holiday pay. Holiday pay shall be based upon eight (8) hours for each of the above holidays. Holidays will be observed in accordance with federal holiday observance.

To be eligible for a paid holiday, an employee must have completed his probationary period. Holidays occurring during an employee's vacation or when an employee is on sick leave shall not be charged against such vacation or sick leave. An employee who qualified for a paid holiday will receive his holiday pay plus regular pay for the hours he is required to work on a holiday.

In cases of a conflict between state, national or traditional holiday observances, the national holiday will take precedence.

ARTICLE 13 - VACATIONS

1. Each employee will be granted vacations as follows:

One week (five [5] days / forty [40] hours) paid vacation after one (1) year employment.

Two (2) weeks (ten [10] days / eighty [80] hours) paid vacation after three (3) years employment.

Three (3) weeks (fifteen [15] days / one hundred twenty [120] hours) paid vacation after eight (8) years employment.

After twenty (20) years of employment, the employee will receive one (1) additional day each year so that after the employee's twenty-fifth (25th) year of employment the employee will receive four (4) weeks vacation thereafter.

2. Employees must sign the annual vacation schedule calendar by April 1st of each year requesting up to two (2) eligible weeks. If an employee has a third vacation week, he must request it be scheduled at least thirty (30) days prior to the requested vacation date. No vacation may be taken without the prior approval of the Superintendent of Highways, who will have sole discretion in scheduling vacations.

3. No vacations will be given during the months of December, January and February.

4. Vacation time cannot be carried over to subsequent years but must be taken as accrued.

5. All accrued vacation will be paid for on separation from employment to the employee or to his estate upon his death.

6. Vacations shall be computed beginning one hundred twenty (120) days after first day of employment with the Employer.

7. No more than three (3) employees shall be on vacation at any one time.

8. The employee may convert vacation days into vacation hours but cannot take vacation time in less than four (4) hour increments.

ARTICLE 14 - HEALTH INSURANCE

1. Health Insurance for Full-Time Regular Unit Employees:

(a) The Employer will provide the N.Y. Teamsters Health and Hospital Fund, Supreme Plan ("Plan")* at the component rate, in accordance with said Plan's provisions, with total contributions for each current full-time regular unit employees of the following amounts each month during the years of this Agreement, effective January 1st of each year.

	SINGLE	2-PERSON	FAMILY
Effective Date	Monthly	Monthly	Monthly
1-1-08	\$455.00	\$909.57	\$ 1250.60
1-1-09	\$519.13	\$1037.40	\$ 1426.53
1-1-10	\$592.37	\$1183.87	\$ 1628.03

* includes dental and vision

All full-time regular unit employees will contribute Thirty Dollars (\$30.00) a week in 2008, Thirty Five dollars (\$35.00) a week in 2009, and forty dollars (\$40.00) a week in 2010, toward the above contributions, which will be deducted from the employee's pay, pursuant to Internal Revenue Code §125, at each payroll period. The Employer will contribute the difference depending on the coverage chosen.

It is understood and agreed that the above contribution rates are guaranteed by the Fund and the Union not to increase during the three (3) year period of this Agreement to December 31, 2010.

(b) It is agreed by the parties to this Agreement that if for any reason the Health Plan increases the required contribution during the term of this Agreement over the amounts stated in Article 14.1 (a) above, that any increase will be paid by the Employees, by a deduction from the Employees' wages.

2. Health Insurance for Unit Retirees:

(a) All unit employees on the Employer's payroll as of December 31st, 1990 will be "red circled" and placed in the Blue Cross, Blue Shield "62 Plan". The Employer will pay for their retiree health insurance (whether single or family plan) up to the employee's age sixty-five (65). Thereafter, the Employer will pay only the supplemental portion of the health insurance premiums over what Medicare covers, with the sole option in Employer to enroll the unit retiree into whatever Health Insurance Plan the Employer has on its other Town employees or elected officials. However, it is understood and agreed that the spouse of a unit retiree, on the retiree's death, will have only whatever benefits are required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), if any.

(b) All unit employees hired on and after January 1, 1991, and who thereafter retire, will not be covered by the Employer's Health Insurance Plan; the Employer will not pay any premiums therefore, and they will receive only such benefits as may be required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), if any.

3. If, for any reason, the Plan is terminated or not available, the Employer shall have the option to enroll the unit employees in whatever Health Insurance Plan the Employer provides for its other employees or elected officials.

4. Should the Employer desire to have any other of its employees or elected officials covered by the New York Teamsters Health and Hospital Fund, Supreme Plan at the component rate, it is understood and agreed that the Union will offer them the Plan under the same terms and conditions given to the full-time regular unit employees.

5. It is understood and agreed that all requirements to provide Health Insurance pursuant to this Article 14 will, for all purposes, cease and terminate on the expiration of this Collective Bargaining Agreement and will not survive this Collective Bargaining Agreement, notwithstanding any law, or contrary provision in this Collective Bargaining Agreement.

ARTICLE 15 - SICK LEAVE

- (a) Each employee is entitled to one day per month or twelve (12) sick days per year. Sick days may be accumulated to a maximum of one hundred fifty (150) days.
- (b) No cash equivalent will be paid on termination, voluntary resignation or retirement for any sick days. The Employee must take the sick days as sick days or lose them. However, if an employee has accumulated one hundred fifty (150) sick days on retirement, the Employer will pay the employee One Thousand Dollars (\$1,000.00) on retirement.
- (c) Employees must have completed their probationary period to be entitled to use paid sick leave. However, employees earn sick leave from their date of hire.
- (d) Sick leave pay will be computed at the base rate for eight (8) hours a day if the employees are then scheduled to work eight (8) hours a day, or at the base rate of ten (10) hours a day, if the employees are then scheduled to work ten (10) hours a day.
- (e) Employees must give prompt notice of their illness to be eligible for paid sick leave. Employees who are unable to report to work due to illness or injury must notify their Supervisor as least fifteen (15) minutes before the scheduled start of their workday if at all possible. The Supervisor must also be similarly advised on each additional day of absence.
- (f) If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's certification must be provided verifying the disability and stating its beginning and expected ending date(s). Before returning to work from a sick leave absence of three (3) calendar days or more, an employee may be required to provide a physician's certification that the employee may safely return to work.
- (h) Employees may not take paid sick leave to extend time off, therefore, paid sick leave may not be taken in conjunction with holidays, vacations, or personal leave without a physician's certification verifying the employee's illness.
- (i) Paid sick leave can be used in minimum increments of one (1) hour.
- (j) Paid sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

ARTICLE 16-WORKERS' COMPENSATION

An employee necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law may use sick leave credits to supplement workers compensation payment for the first 30 working days in any one calendar year. The Town will request reimbursement from Workers' Compensation Board. When reimbursement is received by the Town, the employee will be credited his sick leave. Occupational injury must be reported to the Highway Superintendent immediately after the occurrence.

ARTICLE 17 - RETIREMENT

The Employer will provide, at no cost to the employees, a 1/50th retirement plan under the New York State Employees Retirement System for its Tier 1 and Tier 2 unit employees as long as there is no additional cost to the Employer over the 1990 retirement costs to the Employer. If the Employer's cost of administration increases, the Employer will be responsible for the additional cost.

ARTICLE 18 - UNIFORMS

Employer shall provide a clean uniform for each day worked by the employee to a maximum of five (5) clean uniforms a week.

ARTICLE 19 - ABSENCES

1. After five or more consecutive days of absence, and after a serious injury or sickness, the Superintendent of Highways may require that the employee submit a note signed by a doctor stating that the employee is capable of resuming his duties before he will be allowed back to work.

2. After three or more consecutive days of absence, the Employer shall have the right to require the employee to see a doctor selected by the Employer to verify the employee's illness, at the Employer's expense.

ARTICLE 20 - BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the Employer will pay the employee not to exceed three (3) working days to attend the funeral or memorial services. "Immediate family" is defined as mother, father, spouse or child, stepmother, stepfather, stepchild, grandchild, grandparent, brother, brother-in-law, sister, sister-in-law, and parent-in-law.

The employee may elect to hold one (1) of the three (3) allotted bereavement workdays to attend the interment of the deceased relative.

ARTICLE 21 - PERSONAL LEAVE

Employees shall be entitled, during each calendar year of full employment to four (4) personal leave days with pay for personal business which cannot be reasonably accomplished outside the regular workday or workweek. Personal leave credits will not be cumulative and must be used within the calendar year.

ARTICLE 22 - LEAVE OF ABSENCE

Leaves of absence by employees in the bargaining unit shall not be granted except for emergencies upon the recommendation of the Highway Superintendent with approval by the Town's Highway Committee.

ARTICLE 23 - PHYSICAL EXAMINATIONS

1. A pre-employment physical examination will be required before hiring by a physician designated by the Employer at the Employer's expense.

2. As a condition of continued employment, a biennial physical examination will be required of every full-time employee by a medical examiner or physician selected by the Employer.

3. A statement from the examiner or physician affirming that the employee is able to perform his duties is required.

4. The cost of the physical examination will be paid by the Employer.

5. The examination must be scheduled by the Employer and completed in the first quarter of every odd-numbered year.

6. If the employee is not able to perform the normal duties of his job, the Superintendent of Highways shall have the right to layoff the employee until he is recertified to work but such recertification must be provided within six (6) months or the employee may be discharged thereafter.

ARTICLE 24 - SAFETY RULES

All employees covered by this Agreement are required to adhere to safety rules as established by the Employer, including those set forth in Exhibit "C" attached hereto and made a part hereof.

ARTICLE 25 - VETERANS AND MILITARY RIGHTS

All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

ARTICLE 26 - JURY DUTY

Any regular full-time employee who loses time from his job because of Jury Duty, as certified by the Clerk of the Court, shall be paid by the Employer the difference between the job rate for eight hours and the daily Jury fee subject to the following conditions:

1. The employee must notify the Superintendent of Highways immediately upon receipt of a summons for Jury Duty.
2. If Jury service is completed prior to 1:00 p.m., the employee shall be required to telephone the Employer's office and report to work if requested.

ARTICLE 21 - UNION MAILING ADDRESS

The mailing address for the Union shall be: 41 Howard Avenue, Binghamton, New York 13904 or as otherwise designated in writing by the Union and the Employer.

ARTICLE 28 - PROTECTIVE DEVICES

1. The Employer will provide as required by law, hard hats, safety vests, safety chaps, safety glasses (non-prescription), ear plugs and clothing or equipment required to handle hazardous material, or if Employer mandated.
2. Two (2) people will be assigned to a vehicle for all plowing and sanding operations, except for trucks without wing mountings.
3. The Employer will pay the following to each employee, each year of this Agreement, for safety shoes with proof of purchase.

2008- up to \$100.00
2009- up to \$100.00
2010- up to \$100.00

ARTICLE 29 - UNAUTHORIZED ABSENCE (A.W.O.L.)

An employee who is absent from his or her duties and responsibilities without the prior approval of the Highway Superintendent or his designated representative, shall be deemed A.W.O.L., shall receive no pay for the period of absence and shall be subject to disciplinary action which may include dismissal. Further, the failure of an employee to resume his or her duties and responsibilities at the expiration of any type of authorized leave or a failure to seek and gain the necessary approvals for an extension of said leave shall be considered an unauthorized absence.

ARTICLE 30 - RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

1. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this Agreement.
2. In the event of an impasse as defined in the law or any rule or regulation, both parties agree to submit to the procedure of the New York State Public Employment Relations Board in seeking a resolution thereof.
3. This paragraph constitutes all notification requirements from both parties of the opening of this Agreement for negotiations.
4. This provision is however subject to whatever rules and regulations the Public Employment Relations Board may have pertaining to Impasse Procedures.

ARTICLE 31 - DRUG POLICY

The Company and Union hereby agree to a drug policy which is annexed hereto and incorporated herein as Exhibit "A".

ARTICLE 32 - SMOKING POLICY

The Company and Union hereby agree to a Smoking Policy which is annexed hereto and incorporated herein as Exhibit "B".

ARTICLE 33 - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which may be subject to collective bargaining. Any prior commitment between the Town and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 34 - SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provisions declared illegal.

ARTICLE 35 - DURATION OF AGREEMENT

This Agreement will continue in force and effect from January 1, 2008 to December 31, 2010 and thereafter from year to year unless modified or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving at least one hundred twenty (120) days written notice to the other party prior to any termination date.

**IN WITNESS WHEREOF, we have hereunto affixed our signatures day of
this AUGUST 2007.**

TEAMSTERS LOCAL UNION NO.693

TOWN OF WINDSOR

By: _____
 Bob Firmstone
 Secretary-Treasurer and Business
 Agent

By: _____
 Randy Williams
 Town of Windsor Supervisor

By: _____

By: _____

By: _____

Exhibit "A"

Drug and Alcohol Policy

WHEREAS the use of alcoholic beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow employees and the general public; and

WHEREAS the Drug Free Workplace Act requires the Town of Windsor, if it is a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the Act; and

WHEREAS it is in the best interest of the public and of the employees to provide a clearly delineated and uniform drug and alcohol policy:

All employees are forbidden to use or possess alcohol or illegal drugs at any time during the workday or anywhere within the work place.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the premises.

The Town Supervisor, Superintendent of Highway, or a Town Board Member who has a reasonable suspicion that an employee is in an impaired or intoxicated condition during working hours may mandate that employee be tested for drug or alcohol levels. Testing will be provided by United Health Services at the employer's expense. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he will be subject to immediate disciplinary action, including discharge. If the test reveals no impairment or intoxication he will return to his shift without any loss of time or salary.

Any violators of this policy shall be subject to disciplinary action, including discharge as provided by the Collective Bargaining Agreement or other law.

Employees working directly with Federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the Act's requirements.

Employer will attempt to call the designated Union representatives who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of the Union either be unavailable, unreachable, or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge. The Employer's determination to require a drug or alcohol test shall be made by either the Town Supervisor, Superintendent of Highways or a member of the Town Board.

Exhibit "B"

Smoking Policy

A mandatory non-smoking policy pursuant to law is hereby established so that there will be no smoking in enclosed publicly accessible places and in all enclosed Town workplaces or premises, except where expressly permitted.

Exhibit "C"

SAFETY RULES

Each employee is expected to faithfully cooperate with the Town to the best of their ability regarding all matters of safety. Some of the ways in which your help is most necessary follow:

1. You should observe the safety bulletins posted. They present practical information and should help you to prevent accidents.
2. When working on roads put up "Men Working" signs as required.
3. When inflating any tire, it must be put into the OSHA approved guard cage as provided.
4. Use proper blocking before going under any jacked equipment or any suspended equipment.
5. Clean all oil spills off floor or machines immediately.
6. Tree crews must watch traffic carefully, have proper signage, and be careful to protect other employees and property before felling any trees or limbs and use safety equipment provided.
7. When leaving the Shop, the two (2) assigned employees shall check the following:
 - lock all doors
 - turn off all lights not required
 - turn off main water valve to wash bay
 - turn off the air compressor
 - turn off the power washer
 - turn off the parts washer
8. Persons working in elevated locations or below (such as manholes) in open areas must place proper warning signs and, if possible, protect other workers by roping off any dangerous area.
9. Special care must be taken by those operating or driving Town equipment. Drive slowly and carefully at all times.
10. Good housekeeping in your work is essential.

11. Do not work on machines, pumps, conveyors, or other powered equipment unless you are sure the current is off.

12. When it is absolutely necessary to lift or move heavy material by hand, secure assistance before attempting the job.

13. You must not ride on the running board or hang on to the outside of cars, trucks, or other moving equipment.

14. You should wear clothing suitable for your work.

15. Safety shoes of the approved type should be worn by all employees.

16. You must wear a safety hat if you work in an area where safety hat regulations apply.

17. All tools and equipment must be kept in their proper places when not in use.

18. Defective tools or equipment should never be used.

19. Do not use ladders that are not in good condition. Ladders needing repair should be reported promptly. Use the proper ladder for the job and when the job is finished return the ladder to its proper storage place.

20. You should not operate a machine without having had instruction in its care and safe operation.

21. Safeguards must not be removed from machines except by order of the Highway Superintendent. If removed, they must be replaced immediately.

22. Wear goggles where appropriate.

23. Do not use machinery, tools, and electrical equipment in bad condition. Report same to the Highway Superintendent at once.

24. Employees shall be responsible for the equipment under his or her control.

25. Running, shouting, throwing objects and "horseplay" are strictly forbidden.

26. Keep yourself in physical condition to do a day's work.

27. Wear clothes suited to the job, gloves if needed. Use goggles and other protective equipment provided.

28. If you don't know how to do a job safely, ask the Highway Superintendent.

29. Faithfully use all safeguards provided.

30. Warn employees working above or below you.

31. When working with another employee, be sure he or she knows what you are going to do before you do anything which might injure him or her. Good teamwork promotes safety.

32. Have both hands free for going up or down ladders. See that ladders are firmly placed before using them. See that rungs are securely nailed.

33. Report unsafe conditions to the Highway Superintendent.

34. Get help for lifting heavy objects. Learn to lift the correct way.

35. Report all injuries promptly. Get immediate first aid.

36. Keep your mind on your job. Alertness prevents accidents.

37. Never try to oil, clean or adjust machinery while it is in use.

38. Never throw anything from a height unless you are sure no one is below.

39. Do not look at welders or cutters while they work. You may injure your eyes.

40. Do not wear ragged sleeves, loose coats, flowing ties, or loose jumpers while working around machinery.

41. Do not use improper or broken tools; they are dangerous.

42. Do not ride loads being lifted by cranes.

43. Do not get under loads which are being carried by cranes.

44. Do not hoist a load until it is securely made fast and balanced.

45. Never start machinery, operating valves, or change electrical switches until you know by personal investigation that it is safe.

46. Do not fix electrical equipment of any kind unless your work requires it.

47. Never turn compressed air on anyone nor on yourself. It is extremely dangerous.

48. Report hazardous conditions of which you learn to the Highway Superintendent.

Your comments or recommendations for added safety features would be welcomed by the Town. Your suggestions should be made to the Highway Superintendent.

Hospital Service and Medical Attention:

Whenever you are injured at work, you must have your injury treated immediately in order to obtain proper attention to prevent infection or other serious consequences. This applies to all employees and to all forms of injury, no matter how slight the injury may appear. Immediate treatment of minor injuries will often prevent them from becoming infected. You are especially asked not to treat your own wounds or injuries or to apply antiseptics, such as iodine and mercurichrome. First aid treatment should not be asked for and should not be given by fellow employees except in cases of extreme emergency, such as electric shocks, drownings, gas poisoning, or delay where waiting for better qualified aid may jeopardize a person's life.

In case of severe injury, do not move the injured employee unless he is in danger of receiving additional injuries if he is not moved.

Exhibit "D"

TOWN OF WINDSOR
HIGHWAY DEPARTMENT
SENIORITY LIST

Timothy D. Dodd	1/9/1984
William J. McIntyre	9/6/1988
Ronald K. Rambo	12/8/1988
Robert E. Brink	7/13/1989
Gregory L. Bronson	11/24/1990
David A. Kohlbach	1/1/1991
Floyd A. Bronson	3/23/1998
Charles E. Sickmon	5/29/1999
Gregg L. Story	1 1/8/1999
George M. Kutalek	9/30/2002
Jason T. Butler	10/7/2002
James F. Baxter	12/09/2006
Scott R. Chase	12/26/2006

